

# Customers Joining Handepay from 1<sup>st</sup> January 2022

## - Switching Offer - Terms and Conditions

These Terms and Conditions (“**Terms**”) govern the Switcher Promotion offered by Handepay Ltd (“**Handepay**”).

New customers entering into a new acquiring agreement and terminal hire agreement through Handepay from 1 January 2022 have the opportunity to claim back the cancellation fees for the cancellation of their current merchant acquiring facility and terminal hire services when switching from their current provider to services provided through Handepay.

Please read the following Terms carefully and keep a copy for your information.

### 1. Eligibility

In order to be an eligible participant for the Switcher Promotion, you must meet the following eligibility criteria:

- (i) Be new to Handepay products and services
- (ii) Get your current terminal equipment and merchant acquiring services from the same provider (your “**Existing Supplier**”)
- (iii) Be able to provide a monthly merchant statement which includes the monthly terminal rental fee.

### 2. Participation

2.1 To participate in the Switcher Promotion, you must:

- (a) enter into merchant acquiring services agreement arranged by Handepay with an acquirer approved by Handepay (“**New Acquiring Agreement**”);
- (b) enter into a terminal hire agreement arranged by Handepay with a provider approved by Handepay (“**New Terminal Agreement**”);
- (c) have installed your new terminal within 14 days of delivery and performed your first successful card transaction using the terminal; and
- (d) have paid your first rental of the Minimum Term (as set out in your New Terminal Agreement).

### 3. How to Claim

3.1 In order for eligible participants to make a claim under these terms, you must provide Handepay with the following documents within ninety (90) days of your first live transaction date:

- (a) a final invoice or settlement quote from your Existing Supplier detailing your exit fees; and
- (b) a VAT invoice for the final exit fees.

These should be provided via the following channels:

by email to: [switching@handepay.co.uk](mailto:switching@handepay.co.uk)

by fax to: **01942 407 998**

3.2 Handepay may request further information or documentation, as may reasonably be required, in order to assess, validate and process your claim, if successful.

3.3 Any claims made;

- (a) by individuals who have not met the eligibility and participation criteria; and/or
- (b) are submitted after ninety (90) days from your first live transaction date will not be valid and as such, no payment will be made.

3.4 By making a claim, you agree to be bound by these Terms and confirm that you are not restricted from complying with these terms in any way.

#### **4. Payment**

- 4.1 Payment shall be made to the organisation named on the monthly merchant statement as provided by you. Payment shall be made by bank transfer to the bank account details you provided in your New Acquiring Agreement.
- 4.2 Handepay reserves the right to recover without delay, the full amount of any switching payment made to you in accordance with these Terms if, in the 12 (twelve) months immediately following such payment:
- (a) You notify us of your intention to and/or terminate your New Acquiring Agreement and close your merchant acquiring account;
  - (b) You cease using your terminal for a period of at least 30 consecutive days.
- 4.3 For the avoidance of doubt, if you have a New Terminal Agreement for more than one terminal, if Handepay recovers the switching fee under clause 4.2(b) above, the amount repayable per terminal shall be calculated by dividing the total switching payment by the number of terminals indicated in your New Terminal Agreement.

#### **5. Other Important Terms:**

- 5.1 The switching payment will only cover the cancellation/exit fees for the termination of one of your existing acquiring facilities and the associated terminal (regardless of whether you have more than one acquiring services supplier). The payment shall not include any other costs or charges of any kind (including but not limited to, outstanding fees or charges on your account and costs incurred in respect of returned or non-returned equipment).
- 5.2 You may only take part in the Switcher Promotion once. If you decide to terminate your New Acquiring Agreement or New Terminal Agreement and subsequently decide to take out new agreements through Handepay, you will not be eligible for this promotion again.
- 5.3 Responsibility is not accepted for any submitted claims that are damaged, lost or delayed as a result of any computer hardware, network or software failure of any kind. Handepay does not accept any liability for lost or delayed payments, howsoever caused.
- 5.4 Handepay reserves the right to reject any claim at its sole discretion.
- 5.5 If you subsequently decide to cancel your New Acquiring Agreement, you will still be responsible for any charges you have incurred with the new merchant acquirer. Please see the terms for the relevant New Acquiring Agreement for details of any charges or payments due including, but not limited to, charges on termination.
- 5.6 This offer is not transferable and cannot be exchanged for other alternatives.
- 5.7 The decision of Handepay is final in all respects and no dispute will be entered into.
- 5.8 To the extent that you have supplied personal data in relation to this promotion, such personal data shall be used exclusively for the administration of activities in relation to this promotion only. For the avoidance of doubt, this will not change or amend any standing personal information you may have previously provided in relation to products and/or services provided by or through Handepay, or the use of such information in relation to such products and/or services.
- 5.9 Handepay will not be liable for any loss (including, without limitation, indirect, special or

consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with the Switcher Promotion or these terms, except for any liability which cannot be excluded by law (including personal injury, death and fraud) in which case that liability is limited to the minimum allowable by law.

- 5.10 By taking part in the Switcher Promotion, you give your consent to your name and/or your image being used in Handepay promotional materials.
- 5.11 These Terms prevail in the event of any conflict or inconsistency with any other communications including advertising or promotional materials.
- 5.12 Handepay reserves the right to withdraw or amend these terms at any time, details of which will be shared on our website.
- 5.13 These terms and conditions shall be governed by English law and the English courts shall have exclusive jurisdiction.

In these Terms, references to Handepay shall mean, Handepay Ltd, registered office 1 The Boulevard, Shire Park, Welwyn Garden City, AL7 1EL.